



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** *MNSD, OLC, FF*

### **Introduction**

This hearing dealt with an application by the tenant for a monetary order for the return of double the security deposit and for the recovery of the filing fee.

Service of the hearing document, by the tenant to the landlord, was done in accordance with section 88 of the *Residential Tenancy Act*, sent via registered mail on June 22, 2015. The tenant filed a receipt with a tracking number. Despite having been served the notice of hearing, the landlord did not attend the hearing. The tenant attended the hearing and was given full opportunity to present evidence and make submissions.

### **Issues to be Decided**

Is the tenant entitled to the return of double the security deposit and the filing fee?

### **Background and Evidence**

The tenancy began on February 01, 2015 and ended on May 31, 2015. The accommodation was shared and the tenant's portion of rent was \$750.00. Prior to moving in, the tenant paid a security deposit of \$375.00.

The tenant testified that she provided the landlord with her forwarding address in writing along with her notice to end tenancy on April 28, 2015. The landlord acknowledged having received it in a letter to the tenant dated May 01, 2015. The landlord informed the tenant that the deposit would be returned to her after a move out inspection on June 01, 2015. The tenant contacted the landlord by email on June 02 and then again on June 16, 2015, regarding the return of the deposit.

On June 18, 2015, the landlord replied to the tenant by email and advised her that a cheque was mailed out to her that date. The tenant stated that she received the email from the landlord after she had made this application on June 18, 2015. The tenant acknowledged having received the cheque on June 22, 2015.

### **Analysis**

Section 38(1) of the Act provides that the landlord must return the security deposit or apply for dispute resolution within 15 days after the later of the end of the tenancy and the date the forwarding address is received in writing.

Based on the sworn testimony of the tenant and in the absence of any contradictory evidence, I find that the landlord failed to repay the security deposit or make an application for dispute resolution within 15 days after the end of tenancy and is therefore liable under section 38(6), which provides that the landlord must pay the tenant double the amount of the security deposit.

The amount of the security deposit was \$375.00 and the landlord is obligated under section 38 to return double this amount (\$750.00) plus interest on the base deposit (\$0.00). Since the tenant has proven her claim, she is also entitled to the recovery of the filing fee (\$50.00).

The tenant has established a claim of \$800.00 and has already received \$375.00 from the landlord. Therefore I grant the tenant an order under section 67 of the *Residential Tenancy Act*, for the balance owed of **\$425.00**. This order may be filed in the Small Claims Court and enforced as an order of that Court

### **Conclusion**

I grant the tenant a monetary order for **\$425.00**.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: December 01, 2015

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Residential Tenancy Branch

